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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

SALLY PAGE,

Plaintiff,

vs.

RESPONSE MARKETING GROUP, LLC, a  
Utah limited liability company, and MARK  
BROBERG,

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES**

**JURY TRIAL DEMANDED**

Plaintiff, Sally Page (“Page”), hereby sues Defendants, Response Marketing Group, LLC  
d/b/a Interactive Trader (“Interactive Trader”) and Mark Broberg (“Broberg”) (collectively  
“Defendants”), for damages, and alleges as follows:

**NATURE OF THE CASE**

1. Defendants provide instructional training seminars on how to invest using  
options, among other financial instruments.

1           2.       They claim that they do not provide investment advice. In reality, however,  
2 Defendants use their relationships developed through training seminars with students to induce  
3 investments in third parties in exchange for kickbacks and other benefits.  
4

5           3.       Page, who is nearing retirement, lost more than \$2.7 million — amounting to  
6 most of her life's savings — in a leveraged precious metals investment scheme promoted by  
7 Defendants after they built a relationship of trust and confidence with her through one of their  
8 investment seminars hosted in San Jose, California.  
9

### 10                               **JURISDICTION AND VENUE**

11           4.       This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a)(1), as the Plaintiff is  
12 diverse from each named Defendant, and the amount in controversy exceeds \$75,000, exclusive  
13 of interest and costs.

14           5.       Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a  
15 substantial part of the events or omissions giving rise to the claim occurred in this district.  
16 Specifically, Defendants provided a multi-day, in-person seminar to Page in San Jose, California,  
17 which was used by Defendants to create a relationship of trust that Defendants exploited to  
18 induce Page's investments in an unlawful, leveraged precious metals scheme that lost her  
19 millions of dollars.  
20

### 21                               **PARTIES**

22           6.       Plaintiff Page is an individual who resides in Saratoga, California.  
23

24           7.       Defendant Response Marketing Group LLC d/b/a Interactive Trader is a limited  
25 liability company formed under the laws of the State of Utah, and has its principal place of  
26 business in Lindon, Utah. The sole member of Interactive Trader is Mike Dayton, who resides  
27 in Orem, Utah and is a citizen of the State of Utah.  
28

1           8. Defendant Mark Broberg (“Broberg”) is an individual who resides in Lindon,  
2 Utah. Broberg is a citizen of the state of Utah. At all material times, Broberg acted for himself  
3 and on behalf of Interactive Trader as its agent.  
4

5                           **STATEMENT OF THE FACTS**

6           9. Interactive Trader markets itself as a “direct-to-consumer stock and options  
7 education and training company” that does not “sell a business opportunity, ‘get rich quick’  
8 program or money-making system.” Interactive Trader claims on its website that it does “not  
9 make earnings claims, efforts, claims, return on investment claims, or claims that our training  
10 will make you any money.” See Exhibit 1.  
11

12           10. In February, 2019, Interactive Trader provided a two and a half day in-person  
13 training seminar on investing in options (financial derivatives) in San Jose, California.

14           11. Page learned of the course and paid to attend, where she met the instructor for  
15 Interactive Trader, Mark Broberg.  
16

17           12. At the seminar, Broberg sold himself as an FBI-trained investigator and expert in  
18 investing. He taught Page and other students how to invest in markets using technical charting,  
19 options, and other strategies. While initially careful to disclaim any “advice” to his students,  
20 Broberg regularly provided advice on how to invest and which investments looked promising.  
21 Attached as Exhibit 2 is an email from Broberg sent during the seminar in which he promises to  
22 highlight two favorable investments that he had identified at that time.  
23

24           13. After the seminar, Broberg began sending correspondence that provided  
25 investment advice to seminar students, including Page, while claiming that he was just providing  
26 “observations.” Attached as Exhibit 3 is an example of an email chain from Broberg sent after  
27  
28

1 the seminar suggesting that Page “follow the charts” to execute her trades. That email chain also  
2 reflects Broberg’s bearish investment outlook in the markets. *Id.*

3 14. Broberg, acting for himself and Interactive Trader, developed a relationship of  
4 trust and confidence from the seminar and continued to develop a relationship with Page in which  
5 he provided investment advice to her over the course of the following year and months.  
6

7 15. Having developed a significant and lasting relationship with Page, Broberg sent  
8 an email to Page on May 7, 2020 that recommended an investment that ruined her life.  
9 Specifically, Broberg recommended a precious metals investment program that could return 80x,  
10 with \$250k returning \$81 million.  
11

12 16. Specifically, Broberg’s email claimed:

13 **Unique Program I recently joined**

14 I found a program recently that I’m more excited about than any financial  
15 opportunity I’ve ever seen. The Risk/Reward dynamics are amazing and one of the  
16 main reasons I joined. I personally put \$250K into the program (\$25K is the  
17 minimum). I do not represent the company but I’m sharing the program with  
18 anyone who will listen. It is a physical precious metals program which gives the  
19 investor the potential to make 80X more than just holding the metal by itself. For  
20 example, \$250K invested in silver in this program potentially pays \$81 million and  
21 that is just when silver gets back to where it was in 2011 (\$25k would go to \$8.1  
22 million). Anyway, this isn’t for everyone but if you want more info I would be glad  
23 to share it with you. Just email me back and let me know if you want the details.

24 [Exhibit 4].

25 17. While not disclosed in the email, this purported opportunity was an investment in  
26 a leveraged purchase of silver bullion with Treasure Coast Bullion Group and affiliates  
27 (“Treasure Coast”).  
28

18. In follow up telephone and email communications, Broberg continued to  
encourage Page to make the investment by, among other things, advising her that the silver price  
was set to explode because the silver to gold price ratio had become distorted in favor of the

1 price of gold, but would balance out — causing the price of silver to rise significantly. *See*  
2 Exhibits 5 and 6.

3 19. Broberg also claimed that he had used his FBI training to personally vet the  
4 Treasure Coast opportunity with an in person visit and other investigative techniques, and he  
5 claimed that he was certain it was a great and safe investment opportunity. Broberg did not  
6 disclose that many of the Treasure Coast representatives had been fined or faced sanctions for  
7 boiler room-type schemes, and that Treasure Coast's affiliate, Worth Group, had been sued by  
8 the Commodity Futures Trading Commission for running the very same scheme that it was  
9 running at the time of the recommendation.  
10

11 20. Broberg claimed that he was putting all of his family and friends into the  
12 leveraged precious metals investment with Treasure Coast.  
13

14 21. Based on his expertise in investing, his strong recommendation, and the  
15 relationship of trust that Broberg had fostered through the Interactive Trader seminar and more  
16 than a year of follow up communications, Page contacted Broberg's broker at Treasure Coast,  
17 Matthew Kehoe ("Kehoe") to discuss the opportunity, and ultimately set up a leveraged precious  
18 metals account.  
19

20 22. Despite Broberg's purported thorough vetting of Treasure Coast and Kehoe,  
21 Broberg omitted to mention to Plaintiff that in the 1990s, Kehoe was fined, censured, and  
22 suspended by the National Association of Securities Dealers ("NASD") following allegations  
23 that he purchased securities in the accounts of customers without their knowledge or consent.  
24 Broberg also omitted to mention that Kehoe's career as a NASD-registered broker included stints  
25 at two separate firms that were subsequently expelled from the brokerage industry for various  
26 misconduct.  
27  
28

1           23.     Kehoe continued Broberg's work of encouraging Page to invest in leveraged  
2 precious metals by claiming that she would make millions that she could use to buy rental homes  
3 and enhance her retirement. Kehoe, like Broberg, also claimed that the gold/silver price ratio  
4 was distorted and that the price of silver was set to skyrocket.  
5

6           24.     Kehoe employed high pressure tactics, including early morning phone calls in  
7 which he told Page that she had to make a decision quickly because the market was shifting. He  
8 also told her that she needed to liquidate her 401k retirement accounts to make the purchases  
9 because she stood to make so much money.  
10

11           25.     Neither Broberg nor Kehoe ever disclosed the risks of the leveraged precious  
12 metals investment offered by Treasure Coast.

13           26.     Specifically, neither disclosed that silver would have to increase at an  
14 extraordinary rate (by historical standards) just to break even. That rate will be shown at trial to  
15 be in excess of 20% in the first year.  
16

17           27.     Neither Broberg nor Kehoe disclosed that Page was likely to lose some or all of  
18 her money due to markups over spot price that were charged on her trades and the accruing  
19 interest and fees in her account after her trades were executed.

20           28.     Neither Broberg nor Kehoe provided a prospectus or written materials disclosing  
21 the risks of investing in precious metals in a leveraged bullion account.  
22

23           29.     Broberg did not disclose that he and/or Interactive Trader would earn a kickback  
24 or payment for referring Page to Treasure Coast.

25           30.     Neither Broberg nor Kehoe disclosed the substantial and excessive markups and  
26 commission paid to execute transactions.  
27  
28

1           31. More specifically, neither Kehoe nor Broberg disclosed that Treasure Coast  
2 Bullion Group charged approximately 15% above spot price to sell bullion in Page's account,  
3 which was then used to pay commissions to Kehoe, pay a referral fee to Broberg and/or  
4 Interactive Trader, and retain the rest as profits with its affiliates.  
5

6           32. Broberg did not disclose that the investment he was recommending was unlawful,  
7 as it violates the Commodity Exchange Act by offering retail customers a leveraged precious  
8 metals account where the metals are not delivered within 28-days.  
9

10           33. None of the material risks of the investment were disclosed by Broberg or  
11 Interactive Trader to Page even though Defendants knew that the representations about the  
12 investment, including that \$250k may return \$81 million, were entirely false.

13           34. Broberg and Interactive Trader did not disclose that the leveraged precious metals  
14 program was destined to cause significant losses to Page because the markups of bullion charged  
15 over spot, storage fees, and interest, greatly exceed the historical rate of return of silver bullion.  
16 In other words, the risks were too great to recommend the investment to anyone.  
17

18           35. Broberg and Interactive Trader knew that the material representations discussed  
19 herein were false, including that Treasure Coast and Kehoe had been fully vetted, that the returns  
20 would be extraordinary (\$250k would return \$81 million), and that the investment was poised to  
21 create significant wealth for Page, and that Broberg was putting his family and friends into the  
22 investment, among many other things. Alternatively, they should have known.  
23

24           36. Broberg and Interactive Trader omitted material facts in connection with  
25 recommending investments in the leveraged precious metals program through Treasure Coast.  
26 Specifically, Defendants never disclosed the significant investment risks and likely investment  
27 outcomes in investing in precious metals with Treasure Coast in light of the historical returns of  
28

1 silver bullion compared to the break-even price of the investment. Indeed, Defendants materially  
2 omitted the fact that Page was nearly certain to lose money from the investment and that the only  
3 beneficiaries would be Treasure Coast and Defendants.

4  
5 37. Defendants also omitted that the Treasure Coast investment “opportunity” was  
6 actually a fraud and a scam designed to steal investor money in violation of the Commodity  
7 Exchange Act. More specifically, the “opportunity” violated the Commodity Exchange Act by  
8 offering retail leveraged precious metals accounts where the metals are not delivered within 28-  
9 days.

10  
11 38. Defendants knew these material omissions created the false impression for Page  
12 that she could trust Defendants and that the investment opportunity was a good one that could  
13 create significant wealth for her. Alternatively, Defendants should have known.

14  
15 39. Page invested all of her retirement funds in the Treasure Coast’s leveraged metals  
16 program beginning in May 2020. Specifically, she purchased silver on a leveraged basis by  
17 converting her retirement accounts to regular accounts. The amount invested was in excess of \$3  
18 million.

19 40. By May, 2022, Page liquidated her Treasure Coast account.

20 41. During that period of time, the price of silver increased, but she lost \$2.7 million  
21 in markups, fees, interest, and commissions. Page liquidated for a little over \$400,000.00 in  
22 remaining savings.

23  
24 42. Page has been devastated by the loss. Not only has she lost almost her entire life’s  
25 savings, but she owes the taxes from converting her retirement accounts in year 2020 on the  
26 advice of Defendants, among others. That has put ownership and possession of her home at risk.  
27  
28



1           43. Defendants are liable for participating and encouraging Page's investment in that  
2 unlawful scheme, for misrepresenting the risks of the investment, for breaching their fiduciary  
3 duty created through the training program and purported expertise and relationship of trust, and  
4 for the other causes of action alleged below.

5  
6           44. All conditions precedent to this action have been satisfied or waived.

7                                   **COUNT I**  
8                                   **Constructive Fraud**

9           45. Plaintiff realleges and incorporates by reference paragraphs 1 through 44 as if  
10 fully set forth herein.

11           46. This is a claim against Broberg and Interactive Trader for constructive fraud.

12           47. Defendants Broberg and Interactive Trader created a confidential relationship  
13 with Page when they undertook to provide Page with investment training and advice at and after  
14 the multi-day investing training seminar.

15  
16           48. Indeed, at all times, Defendants promoted their expertise in markets and market  
17 pricing. Defendants fostered and developed a position of knowledge, trust, and power with  
18 respect to Page through seminars and regular follow-up communications on investing strategies  
19 and by providing regular investment advice in the form of purported "observations." This  
20 relationship created an equitable duty to Page, or, alternatively, trust and confidence by Page in  
21 Defendants.

22  
23           49. Page, an unsophisticated investor with little knowledge of the precious metals  
24 market, relied on Defendants to advise her on the purchase of precious metals as set forth above.  
25 Plaintiff placed trust and confidence in Defendants, which they were aware of through their  
26 communications with her.  
27  
28

1           50. Defendants did not disclose the investment risks when they recommended an  
2 investment in leveraged precious metals through Treasure Coast. Rather, they touted the  
3 investment as safe with an extremely high upside potential that would make Page rich, and  
4 quickly.

5  
6           51. Defendants intended to deceive Plaintiff by not disclosing material facts about  
7 the investment risks associated with investing in leveraged precious metals through Treasure  
8 Coast, and by not disclosing that Defendants would be compensated for making the investment  
9 recommendation.

10  
11           52. Page relied on the investment recommendation and lack of disclosures, along with  
12 Defendants' expertise, to invest her life's savings in the Treasure Coast program.

13           53. Page was misled to her prejudice.

14           54. Page has suffered significant damages as a result, including but not limited to the  
15 loss of principal retirement savings of approximately \$2.7 million.

16  
17                           **COUNT II**  
18                           **Unjust Enrichment**

19           55. Plaintiff realleges and incorporates by reference paragraphs 1 through 44 as if  
20 fully set forth herein.

21           56. This is a claim against Defendants Broberg and Interactive Trader for unjust  
22 enrichment.

23           57. Defendants received a benefit by reason of Plaintiffs investments in the precious  
24 metals scheme, to the detriment of Plaintiff, in the form of payment of commissions by Treasure  
25 Coast or Kehoe to Defendants.

26  
27           58. Defendants appreciated, accepted, and retained the benefits received by reason of  
28 Plaintiff's investments in the precious metals scheme.

1           59. It would be unjust and inequitable for Defendants to be allowed to retain the  
2 benefit that was conferred to them without compensating Plaintiff.

3           60. Indeed, it would be unlawful for Defendants to retain the benefits received  
4 because they are not licensed broker-dealers.

5           61. As a result, Defendants should pay restitution for their unjust enrichment to  
6 Plaintiff.

7  
8                                   **COUNT III**  
9                                   **Negligent Misrepresentation**

10           62. Plaintiff realleges and incorporates by reference paragraphs 1 through 44 as if  
11 fully set forth herein.

12           63. This is a claim against Defendants for negligent misrepresentation.

13           64. Defendants provided false information to Plaintiff and omitted material  
14 information about the precious metals leveraged scheme and its risks. Specifically, Defendants  
15 assured Plaintiff at all times that the scheme was very safe, that the “risk/reward dynamics are  
16 amazing” and had the potential to provide returns of “80X more than just holding the metal by  
17 itself” and, at all times, that the precious metals market was so strong that there was no need to  
18 hedge or insure her investments. *See Exhibit 4.* Broberg misrepresented to Plaintiff that the silver  
19 and gold market would “explode at any time.” *See Exhibit 5.*

20           65. These representations were false at the time of Plaintiff’s investments and/or  
21 became false thereafter and were not corrected by Broberg or Interactive Traders.

22           66. Defendants should have known that the representations about the prospective  
23 leveraged precious metals program were false. Alternatively, Defendants had no reasonable  
24 grounds for believing their false statements to Page to be true.  
25  
26  
27  
28



the metal by itself” and, at all times, that the precious metals market was so strong that there was no need to hedge or insure her investments. *See Exhibit 4.* Broberg misrepresented to Plaintiff that the silver and gold market would “explode at any time.” *See Exhibit 5.* Defendant Broberg further misrepresented to Plaintiff, as a way to mislead her, that he was so sure of this that he invested all of his own savings, including his children’s, in the scheme.

75. Defendants knew that the representations were false.

76. Defendants intended that the false representations and omissions would induce Plaintiff to invest in the precious metals transactions described herein.

77. In reliance on the respective false representations, and the relationship of trust and confidence fostered by Broberg, Plaintiff did in fact enter into transactions to purchase precious commodities.

78. Plaintiff has suffered damages as a consequence in justifiable reliance on the false representations and material omissions, all as set forth herein.

79. Plaintiff’s reliance on Defendant’s false representations about the Treasure Coast investment opportunity was a substantial factor in causing damages to Plaintiff.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff requests an award against Defendant as follows:

1. For actual damages against Defendants in an amount to be determined at trial;
2. For punitive damages against Defendants in an amount to be determined at trial;
3. For emotional distress damages for the intentional torts of Defendants;
4. For restitution of any and all sums of Defendant’s unjust enrichment;

1           5.       For consequential damages against Defendants, including but not limited to the  
2 lost investment opportunity and the tax consequences of converting Plaintiff's retirement  
3 accounts to regular accounts in order to make the investment;

4           6.       For pre and post-judgment interest on all damages at the maximum legal rate; and

5           7.       For such other damages and further relief as this Court deems just and proper.  
6

7                               **JURY DEMAND**

8           Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial  
9 by jury on all issues so triable, including liability and damages.  
10

11          Dated this 19<sup>th</sup> day of October, 2022:

12                               Respectfully submitted,

13                               /s/ Aaron M. Cohn

14                               Aaron M. Cohn, Esq.

15                               SBN 264756

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